

**INVITATION FOR BIDS
IFB**

Issue Date: March 24, 2008 **IFB#** 128-08002

Title: Arborist Services **Commodity code:** 96888

Issuing Agency: Commonwealth of Virginia
Department of Veterans Services
1970 Roanoke Boulevard
Building 77
Salem, Virginia 24153

**Using Agency And/Or Location
Where Work Will Be Performed:** Commonwealth of Virginia
Virginia Veterans Care Center
4550 Shenandoah Avenue
Roanoke, Virginia 24017

Period Of Contract: From Date of Award Through April 30, 2009 *(Renewable).

SEALED Bids Will Be Received Until 2:00 p.m. local time, on April 15, 2008 .

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY AT THE ADDRESS SHOWN ABOVE TO THE ATTENTION OF MS. ROBYN WRIGHT, CPPB, VCO, DIRECTOR OF PURCHASING AND CONTRACTING. IF BIDS ARE HAND DELIVERED, DELIVER TO: DEPARTMENT OF VETERANS SERVICES, PURCHASING AND CONTRACTING OFFICE, BLDG. 77, 1970 ROANOKE BOULEVARD, SALEM, VIRGINIA 24153. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT BIDS ARE RECEIVED AT THE LOCATION INDICATED BY THE DATE AND TIME ABOVE. THIS COVER SHEET MUST ACCOMPANY YOUR BID, WITH ALL INFORMATION AND SIGNATURES APPLIED BELOW.

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this IFB on or before 3:00 p.m., Wednesday, April 9, 2008. Please submit your comments and questions to Robyn J. Wright by email: robyn.wright@dvs.virginia.gov No other questions will be responded to after Wednesday, April 9, 2008 deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at www.dvs.virginia.gov (Procurement)

In Compliance With This Invitation For Bids and To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated In Section VI, Pricing Schedule.

LICENSED CLASS:	VA CONTRACTOR #:	SPECIALTY:
Name and Address of Firm:	Date:	
	Signature:	
	Printed Name:	
	Title:	
	Phone:	
FEI/FIN Number ¹ :	Fax:	
Are You A Registered eVA Procurement Vendor? <input type="checkbox"/> Yes, Date Completed: <input type="checkbox"/> No		
Are You A Certified Small, Woman, or Minority Vendor? <input type="checkbox"/> Yes, Certification No.: <input type="checkbox"/> No		

¹Contractor is REQUIRED to provide a Federal Employer Identification Number, a Federal Identification Number or, in the absence of these numbers, his Social Security Number. This information is being collected for IRS reporting.

Note: this public body does not discriminate against faith based organizations in accordance with Code of Virginia § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The intent and purpose of this Invitation For Bid is to establish a term contract on a firm fixed price labor rate with one (1) qualified sources to provide Tree Pruning Services on an as-needed basis to supplement and support the capabilities of the Buildings and Grounds Services Department at the Virginia Veterans Care Center (VVCC), an Agency of The Department of Veterans Services (DVS) under the Commonwealth of Virginia.

II. **SCOPE OF WORK:**

- A. **REQUIREMENTS:** The Contractor shall furnish all necessary labor, vehicles (trucks included), materials, equipment, tools and supplies as may be required to provide tree services requested in accordance with the terms and conditions and specifications set forth herein. A Certified ISA Arborist must perform or be on site to supervise and insure compliance with all applicable ANSI Standards. **Evidence of qualifications and certifications shall be submitted with the Invitation for Bid.**

Services required under this contract may include, but not be limited to the following:

Tree Pruning/Care Services:

- Tree care consultation
- Tree felling and removal
- Excavation to explore root collars on existing trees
- Chipping
- Tree Climbing
- Pruning
- Stump grinding
- Wood Splitting
- Tree Cabling
- Bucket Truck

B. **GENERAL PROCEDURE:**

1. Upon receipt of a telephone or written request from the VVCC, the Contractor will be required to visit the facility site within three (3) workdays and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished. The Contractor shall furnish the VVCC within five (5) workdays of site visit, a written description of the scope of services to be provided, ensuring mutual understanding and agreement of the work to be performed between the Contractor and the VVCC. The written description shall also include an estimate of the costs to complete the project, and a forecast date of completion, expressed as either a definite date or the number of days after receipt of the VVCC's eVA purchase order. In addition, the VVCC's Representative may request a list of the types and quantities of labor and services that will be billed at the contracted hourly rates. Indefinite terms such as "promptly", "without delay", etc. may not be given consideration. Upon approval by the VVCC, an eVA purchase order may be issued and will incorporate the Contractor's estimate, proposed scope of work, the time frame in which the work shall be completed as agreed by the VVCC's Representative and the Contractor, and the terms and conditions of the contract. Work will be pursued in a diligent manner to assure completion in the shortest time consistent with the requirement. The VVCC will be billed only for job classifications that are actually utilized to complete job requested.
2. Upon approval of the estimate by the VVCC's Representative, an eVA purchase order may be issued authority to proceed with the work. The eVA purchase order shall incorporate the Contractor's estimate as a "not to exceed" cost and the agreed upon starting and completion dates.
3. The Contractor shall perform no work without prior approval from the Contract Manager or authorized VVCC representative.

4. The Contractor shall perform no work which would result in exceeding the dollar limitation of the eVA purchase order without first having obtained written approval from the VVCC.
- C. In the event of any emergency, the Contractor shall respond with an on-site survey of the emergency work within eight (8) hours, and work shall begin within 12 hours.
- D. The services to be performed under this contract may be accomplished as a result of routine filed surveys by the Contractor and the VVCC's Representative, examination of written information and/or simple sketches and diagrams briefly describing the VVCC's needs.
- E. The VVCC reserves the right to make or obtain other cost estimates prior to authorizing the Contractor to proceed.

F. DEBRIS CLEANUP:

1. **RESPONSIBILITY FOR CLEANING UP:** The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste materials or rubbish. At the completion of the work, he shall remove from and about the premises and adjacent areas, all rubbish, tools and surplus materials and shall leave the work area clean and ready for use. No such debris shall be dumped/left on the VVCC property unless specifically authorized by the Director of Buildings and Grounds or VVCC representative.
2. Contractor shall recycle all rubbish, to include but not be limited to leaves, branches, and chips. The Contractor shall present evidence (such as delivered weight tickets) to VVCC upon request as confirmation that all debris and scrap materials are hauled to a recycling site as opposed to disposal via a landfill or other sites authorized by VVCC.
3. Under certain circumstances, VVCC may wish to retain wood for its own use. In such instances, the Contractor would be required to cut wood in "firewood" lengths and stack at work site. Contractor shall be required to remove remaining debris from site as stated in paragraph F.2 above.

G. INSPECTION:

All work and materials in each project shall be subject to a final inspection by an authorized representative of VVCC. Any omission or failure on the part of such representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

H. WORK HOURS:

1. The Contractor shall be capable of providing services seven (7) days a week, Sunday through Saturday, as mutually agreed between the VVCC and the Contractor. When deemed to be in the best interest of the VVCC, services may be required to be performed on Saturday(s) and/or Sunday(s); when this occurs, services provided on these days will not be considered overtime but will be priced at the "regular time" labor rates as specified in the Pricing Schedule. Lunch periods will be 30 minute duration and will be determined by the using agency. No payments will be made for lunch periods.
2. All work to be performed shall be coordinated with the Buildings and Grounds supervisor as required.
3. For each day the Contractor is on site, service employees shall provide a clear and legible copy of the Contractor's work order (job ticket), showing all work performed, types and quantities of labor, indicating thereon the date and time of arrival and departure at the facility for each employee.

I. CONTRACTOR'S USE OF PREMISES:

1. The Contractor shall cause all apparatus, storage of materials, and activities of workmen to be confined to the limits indicated by the Director of Maintenance and shall not encumber or permit the premises or adjacent areas to be encumbered or permit the premises or adjacent areas to be encumbered with such materials, equipment or apparatus.
2. Damages to the VVCC property caused by Contractor's negligence or nonfeasance shall be repaired/replaced at no cost to DVS/VVCC within twenty (20) days after notification by the VVCC authorized representative. It shall be the responsibility of the Contractor to report to the VVCC authorized representative any damage found prior to the start of any project.

J. STANDARDS OF SERVICE:

1. All services provided under this contract shall be performed by competent, experienced workers in a good, professional manner taking any and all necessary precautions to ensure the safety of the VVCC residents and property. Each worker shall be outfitted with the appropriate tools and equipment to complete jobs properly and safely, meeting all applicable ANSI Standards, including ANSI A300, ANSI Z133.1 as well as, and all local, state and federal regulations.
2. The Contractor shall guarantee work for a period of thirty (30) days. Any repeated calls made for the same reason or problem within this time period shall be made at no cost to VVCC.
3. The VVCC shall have the right at any time to refuse or determine unacceptable work by the Contractor. The work shall be corrected within two (2) calendar days to the satisfaction of the VVCC.
4. VVCC Pruning Classifications:
 - a. FINE PRUNING – the removal of dead, dying, diseased, interfering, objectionable, and weak branches, over ½" in diameter. This includes selective thinning to lessen wind resistance.
 - b. MEDIUM PRUNING – the removal of dead, dying, diseased, interfering, objectionable, and weak branches, 1" or more in diameter.
 - c. HAZARD REDUCTION PRUNING – the removal of dead, dying, diseased, interfering, objectionable, and weak branches, 2" or more in diameter.
 - d. CROWN THINNING – cutting back or drop crotch pruning shall consist of the reduction of tops, sides, under branches, or individual limbs. One-half of the foliage should be evenly distributed in the lower two-thirds of the crown and individual limbs.
 - e. The use of climbing spurs or irons is not approved in pruning operations on live trees.
 - f. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, shall be reported to a supervisor and the VVCC Representative and corrective measures recommended.
 - g. General Instructions on Stump Grinding: The Contractor is responsible for grinding the stumps to a minimum depth of six (6) inches below the soil line when possible or completes removal upon request. Stump grinding shall include surface roots spreading out of the stump.
 - h. The Contractor is responsible for the safety of surrounding personnel, residents, and plant and animal life.

K. CONTRACTOR'S PERSONNEL:

All services shall be performed by personnel who are qualified and experienced to provide tree services and are directly employed and supervised by the Contractor. **Evidence of qualifications and certifications shall be submitted with the Invitation for Bid.** The VVCC reserves the right to reject Contractor's service personnel who, in the VVCC's judgment, are not adequately qualified to provide the services.

1. Contractor's personnel shall notify the VVCC Contractor Administrator or authorized representative of the arrival and departure times. Each day the Contractor is on sight, service employees shall leave a clear and legible copy of the Contractor's work order (job ticket), showing all work performed, types and quantities of labor, indicating thereon the date and time of arrival and departure at the facility for each employee. The work order shall be left with the Director of Maintenance at the end of each day the Contractor is on site.
2. The Contractor's work shall meet all applicable ANSI Standards including but not limited to ANSI A300 (Part 1)-2001 Pruning, ANSI A300 (Part 2)-1998, ANSI A300 (Part 3)-2000, and ANSI Z133.1-200 and all local, state and federal regulations.
3. A Certified ISA arborist shall be available for consultation or identification, and diagnosis of pests or other disruptions of healthy growth and recommendation of treatment. The consultant shall have proven expertise and experience.
4. The Contractor shall assign a coordinator to handle and assist in any and all scheduling, billing, and problem solving.
5. In the event the primary Contractor is unable to fill the VVCC request, the VVCC will cancel the request. The VVCC shall fill the requirement by soliciting bids from other qualified sources.
6. In the event of emergency requirements by the VVCC, the Contractor shall respond to the request in the time frame established.
7. It will be the responsibility of the Contractor or its employee to provide transportation to required job site locations.
8. If during the period of the contract, jobs not listed in the Scope of Work, DVS/VVCC may solicit price quotations from the Contractor and add the provision to the contract through modification to the contract.

III. METHOD OF PAYMENT:

1. GE MasterCard: At the time of order placement, VVCC may authorize payment by GE MasterCard Corporate Purchasing Card. Due to the agreement vendors have with GE MasterCard, no additional fees for use will be permitted.
2. Payment will be made, Net 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The VVCC shall make monthly payments to the Contractor on the basis of payment during the monthly following the month in which the service was rendered. The VVCC reserves the right to withhold any and all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modification thereof.
3. Invoices shall be submitted by the Contractor to the VVCC within 30 days of services rendered. The invoices shall provide the eVA purchase order number and contain information that was provided on the estimate to the VVCC Representative. The VVCC Representative may also request a copy of the daily work order to accompany the invoices sent to VVCC.

IV. PRICING SCHEDULE:

The contractor agrees to provide services in compliance with the scope of work and the terms and conditions of this Invitation for Bids at the rates quoted below:

NOTE: Failure to complete any of the rates listed below will be cause for rejection of the bid (via a non-responsive determination). Any bidder who enters \$0 on a pricing blank or leaves it blank shall be considered non-responsive.

Services:

	POSITION/TITLE	HOURLY RATES	HOURLY OVERTIME RATES
A	Chainsaw Operator	\$	\$
B	Chipper Operator	\$	\$
C	Bucket Truck Operator	\$	\$
D	Tree Climber	\$	\$
E	Stump Grinder Operator	\$	\$
F	Wood Splitter Operator	\$	\$
G	Laborer (Grounds worker: To provide support services for above, and additional services as may be requested.)	\$	\$
H	Consultation Services	\$	\$
I	Excavation and Explore	\$	\$
I	Truck Mounted Crane-operator (For Loading)	\$	\$

To get an adequate estimation of the area/landscape, Contractor's may schedule an appointment with Randy Beckner, B&G Director (540-982-2860) to inspection the site.

V. **GENERAL TERMS AND CONDITIONS:**

1. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov/dps under "Manuals."
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
3. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of this contract, the contractor agrees as follows:
 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- b. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
6. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
9. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. **PAYMENT:**

a. **To Prime Contractor:**

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty- (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. **To Subcontractors:**

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - (i) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (ii) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

13. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such

modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- b. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty- (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
 16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
 17. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
 18. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence.
19. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
 20. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of

this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic orders receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

VI. **SPECIAL TERMS AND CONDITIONS:**

- 1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to DVS/VVCC will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 2. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 3. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 4. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S)**: An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- 5. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 6. **BID PRICES**: Bid shall be in the form of a firm unit price for each item during the contract period.
- 7. **BID EVALUATION**: Bids shall be evaluated on the basis of an hourly rate and overtime rate for each job classification. In recognition of the possibility that overtime work may be required on occasion, a hypothetical week of activity requiring 40 hours regular time labor and 2 hours overtime labor for each job classification will be figured. The low bidder(s) shall be determined by the following hypothetical scenario:

Note: The bidder is not to fill in these blanks. This example is only intended to show the procedure that will be used.

Labor Cost

Regular Time:

Job Classification (chainsaw operator, etc.) hourly rate x 40 hours = \$ _____

Overtime:

Job Classification (chainsaw operator, etc.) overtime hourly rate x 2 hours = \$ _____

TOTAL LABOR RATE PER JOB CLASSIFICATION: = \$ _____

8. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either part, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9. **CONFIDENTIALITY:** As a condition of being awarded a service contract with The Department of Veterans Services/Virginia Veterans Care Center, an Agency of the Commonwealth of Virginia, all Contractors must agree to hold in confidence any patient-related information received directly or indirectly, on site or elsewhere, in the course of carrying out contractual services, and to maintain this confidentiality following the termination of the contract.

Unauthorized disclosure of confidential patient information may result in termination of the contract and legal action against the Contractor and their employee(s).

10. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____
License # _____ Type _____

11. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered. If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

12. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
13. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
14. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
15. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Bidder Due Date Time

Street or Box Number IFB No./RFP No.

City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer: Patricia Hutchinson

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be

inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

16. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

17. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. It is the goal of the Commonwealth that 40% of its purchases is made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

18. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

19. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

19. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION

ADDRESS

CONTACT PERSON

TELEPHONE

20. **RENEWAL OF CONTRACT:** this contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) one (1) successive year periods, under the terms of the current contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall given approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 4 section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 4 section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

21. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to

be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

22. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

23. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

The Contractor shall perform his work so as not to interfere with other activities and work being performed in the area. Any interruptions of any type of service shall be coordinated with the VVCC ahead of time. The Contractor shall keep his work and storage area clean and neat, and shall properly dispose of any debris created by his work.

24. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in several eVA purchase orders with a 1% eVA transaction fee capped as stated below:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in (i) and (ii) below will be just cause for the Commonwealth to reject your bid or terminate this contract for default.

IX. OTHER ATTACHMENTS

ATTACHMENT A: Contractor Employee Background
ATTACHMENT B: Reference Sheet

**DEPARTMENT OF VETERANS SERVICES
SALEM, VIRGINIA**

ATTACHMENT A

CONTRACTOR EMPLOYEE BACKGROUND

[illegible]

DEPARTMENT OF VETERANS SERVICES
SALEM, VIRGINIA

ATTACHMENT B

REFERENCE SHEET

To Be Completed By Bidder

1. **QUALIFICATION OF BIDDER:** The Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:
_____ years _____ months.
3. **REFERENCES:** Indicate below a list of least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON & PHONE NUMBER
(1)		
		()

(2)		
		()

(3)		
		()

DEPARTMENT OF VETERANS SERVICES
SALEM, VIRGINIA

REFERENCE SHEET CONT'D

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON & PHONE NUMBER
(4)		
		()

(5)		
		()

(6)		
		()

(7)		
		()

(8)		
		()